# Car Hire Conditions

# FRANCHISE - Malta

**Commercial Doc. December 2014**

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# Terms & Conditions

These term and conditions constitute our agreement with you for the services we provide for the supply of car Hire. For further information, please, check our Website https://www.goldcar.es/tc/

## Included in the Price

- Unlimited Mileage
- The rental rates include Compulsory Automobile Cover and the Supplementary Civil Liability cover for the damage, involving third parties, arising from use and circulation of the vehicle.
- CDW (Collision Damage Waiver) **with excess**.
  Not covered under the included cover: Tires, Wheels, Rear view and side mirrors, Windows, Hubcaps, Taxi (transportation), Towing costs, Locks, Battery, Motor, Undercarriage and Interior of car, Clutch, Replacement Keys, Copy of the key and delivery of the key to the closest Goldcar office, Damage to oil sump, Catalytic convertor, Radiator, 500€ deposit if a replacement vehicle is needed and Repair Period. Please see more in the Optional Covers Section.
- Theft Protection (TP) **with excess**
- VAT
- Airport Service Fee (offices on-airport)
- **Telephone assistance is free for every customer on weekdays between 09:00 and 18:30.** There will be a service charge that will not exceed 30€ for contacting Roadside Assistance/S.O.S outside of these hours, unless the customer has selected the optional Relax Cover Package. **(Please see the Optional Cover section for more information.)**
- Goldcar gives a **59 minute grace period** for the drop-off of vehicles without any additional costs to the customers. Therefore, Goldcar permits customers to return their rental vehicles up to 59 minute later than the time stated on the rental contract.
- The car hire contract may have a maximum duration of 28 days. After 28 days, a new contract is required **(Please see the section Extensions of the Rental Period for more information).**

## Important Information

- The following documents are necessary to be able to rent a vehicle: Passport or Identification card, international driving license written in Roman letters and a valid credit/debit card **(Please see the section Payment Details for more information).**
- Hirer must inform our Goldcar office in Malta within 2 hours of any accident or damage, and also file a police/report for any accident or damage. Otherwise, the customer will be charged the full Excess.

## Fuel Systems

**OPTION 2:**

Full Fuel SDC/CRS: The Classic Return System, (SDC in Spanish and associated with a higher rate): this option includes a full tank of fuel and must be paid on collection of the vehicle. The price of fuel is determined based on the price of the petrol stations. This option implies that the customer has to return the vehicle full of fuel (all rental durations). It will be necessary that the customers show the petrol station receipt on return confirming they have refilled the tank. If the vehicle is not returned with a full tank, the refund of the amount paid will have a deduction equal to the value of the **missing liters of fuel** (according to the current petrol station prices) **plus a penalization of 40€.**

**You will have to define the Fuel option (Full Fuel in this case) within the reservation.**

- Diesel vehicles are available, normally at an additional charge of **2€** per day, but diesel vehicles can never be confirmed to the client before pick-up. If the client wants to hire a diesel car he should ask for it upon arrival.

## Payment Details

- Our agents will receive weekly rates and these prices are subject to future modifications.
- If weekly rates are received, it is still possible to hire a car for a shorter rental period than one week, although the minimum rental is **3** days. This means that although it is possible to make a reservation for a period of less than 3 days (1 or 2 days), the cost for 1, 2 or 3 days is the same.
  The price of 6 and 7 days is the weekly net rate price.
  When the rental period is for less than a week, we calculate the price of one week and divide among **6**. Then multiply the result by 4 or 5 days. If the lease is for more than a week, we estimate the cost of a week and divide it by 7. Then multiply the result by 8, 9 days...
- We accept credit cards, to pay the costs of cars rental, fuel and other local extras. The main driver of the car rental contract must be the cardholder of one of the following valid credit cards: **MasterCard** and **VISA**.

  ***It is possible to pay with one card (rental + fuel + extras) and leave the Excess with a different card (both cards must be in the name of the main driver on the rental agreement).***
- We also accept debit cards, Amex, Postepay and Diners **as long as the customer takes our Goldcar Super Relax Cover**.
- **It is NOT possible to pay by cash.**

## Extras and Additional Charges

- **DIESEL:**
  Diesel vehicles are available at additional charge. (Please see Fuel section for more information.)

- **ADDITIONAL DRIVERS:**
  **5,9€** (taxes included) per day with a Maximum charge of **82,6€** (taxes included) per driver.

❖ **BABY SEATS/BOOSTER SEATS/MAXI COSI:**
**5,9€** (taxes included) per day with a Maximum charge of **82,6€** (taxes included).

**Baby seats/Booster seats must be fitted by the parent or guardian. Our staff is not permitted to help with the fitting of these items. The customer will always be responsible for fitting the seat.**

❖ **MAXIMUM AGE DRIVER:**
Drivers older than 70 years will be able to drive our vehicles but they will have to pay a surcharge of **8,26€** per day with a maximum charge of **99,12€** per rental. The customers who are 70 will not pay this surcharge.

❖ **MINIMUM AGE REQUIRED/DRIVING LICENCE MINIMUM PERIOD:**
Drivers must be 21 years and have held a valid driving licence for a minimum of 12 months. Customers who are under the age of 25 will be able to drive our vehicles but they will have to pay a surcharge of **8,26€** per day with a maximum charge of **99,12€** per rental (please, see the specific costs in the table below). The customers who are 25 will not pay this surcharge.
We took this decision given the high risk of accidents in customers of this age group. The customers who have held the driving license for less than 4 years will also have to pay a fee of **8,26€** per day with a maximum charge of **99,12€** per rental (please, see the specific costs in the table below). **We will apply only one charge if the customer is under the age of 25 and has had a driving license less than 4 years.**

❖ **GPS:**
We have GPS available at many of our locations, although it cannot be reserved in advance. If the customer would like GPS, they must check the availability upon arrival at the pick-up location. The cost of GPS is **11,8€** per day with a maximum of **165,2€** per rental. It is necessary to leave a deposit of **90€** which will be refunded when the GPS is returned in good condition.

❖ **SPECIAL CLEANING:**
A charge up to **150€** will be applied if the returned car requires special cleaning.

❖ **ONE-WAYS:**
One ways are not allowed.

❖ **ACCIDENT ADMINISTRATION FEE:**
We charge a 50€ administration fee to the clients when they are involved in an accident (File proceedings) and have **NOT** taken our Super Relax Cover (destination with Excess).
This will be applicable to all our countries where we have Excess (this fee won't be applicable to destinations Zero Excess).

❖ **AFTER HOURS COLLECTION:**
The after-hours collection has an additional local charge of **47,2€** per car (flight numbers are essential).
The after hour fee will also be applicable to the customers who arrive with a **delayed flight** and collect the vehicle after the opening times. The customer will have to claim this to the Airline Company.

❖ **FINES:**
We charge a **47,2€** administration fee to the client if we receive a traffic fine. We are obliged to provide "the corresponding Authorities" with the details of the customers who receive a fine during the hire period. This fee does not include the payment of the fine.
The customer must pay the fine directly to the corresponding Malta Authorities.

- **LOSS OF THE VEHICLE DOCUMENTS:**
  If a customer returns a vehicle and the vehicle documents are not in the car (after checking the car), we will proceed to charge this fee.
  The cost of this fee will be as follows:
  -Malta **35€** per vehicle

- **VEHICLE ABANDONED:**
  Customers who abandon Goldcar vehicles at any location other than the location agreed upon on the rental agreement will be responsible for the costs assumed by Goldcar Rental for the transport of the vehicle to the agreed upon drop-off location, as well as the **corresponding daily rental charges and 35€ daily penalization fee**.

- **TELEPHONE ASSISTANCE/SOS:**
  **Telephone assistance is free for every customer on weekdays between 09:00 and 18:30.** There will be a service charge that will not exceed 30€ for contacting Roadside Assistance/S.O.S outside of these hours, unless the customer has selected the optional Relax Cover Package. **(Please see the Optional Cover section for more information.)**

- **SUBSTITUITION VEHICLE:**
  In the cases of an accident or Vehicle breakdown, a **500€** deposit will be necessary for the collection of a substitution vehicle. The **deposit will not be necessary for any customers whom have contracted the optional Super Relax Cover Package.**

- **EXPRESS /PRIORITY CHECK-IN SERVICE**
  The customers, who purchase this service, will have the advantage of not having to wait to pick up the car. We will have a priority check-in desk for immediate pick-up.
  The cost of this service is, between **20€** and **50€* in high season** (**VAT included**) per booking. **Please, take into account that this special service is limited to a certain number of bookings per hour in each location.**
  Once we have reached our limit of bookings requesting this service (**8 pick ups per hour and location**), it will not be possible to make any more bookings with Priority
  Check-in/Express service.
  This means that the bookings will not be rejected. These bookings will be confirmed but the Priority Check-in/Express service will NOT be booked.

  This service is purchased when you make a booking using one of our automatic booking systems. Please, for further information, consult the information related to our Automatic Booking Systems.

  ***High season periods**: 21/12/14 to 31/12/14, 28/03/15-05/04/15, 01/07/15-30/09/15 & 20/12/15-03/01/16

## Optional Covers

### Travelling Outside of Malta

- Goldcar vehicles rented in Malta are not allowed to travel outside of Malta Island.

Customers who pick up their vehicles at our Malta office may travel to Gozo as long as they take an additional cover. The cost of this additional cover is **11,75€** per day of the total rental period, with a minimum charge of **35€** and with a maximum charge of **117,5€.**

## CDW Excess

**EXCESS PRICE TABLE - MALTA**

| CAR GROUPS | MALTA - CDW + TP |
|---|---|
| X/XG/AA/BB/CC & CG: | 1.800 € |
| D/DD/DG/E/F/FF/L/LL/N/R/S/T/V & VV: | 2.300 € |
| G/GG/I/J/JJ/K/O/P/PP & Q: | 2.500 € |

# Special Conditions & Covers

## CDW and Theft Waiver (TP)

**Please, check the spread sheet attached for more information.**

Purchasing this cover the Theft Protection Excess and the Collision Damage Excess are waived (CDW). It is covered the damages to the rented vehicle (damages to the bodywork, paint and mechanic damages) arising from a collision, fortuitous fire and vandalism acts as long as the conditions stated in the contract are fulfilled

## Relax Cover

**Please, check the spread sheet attached for more information.**

**Relax Cover Package Covers:**
FREE 24 hours Telephone Roadside Assistance, Wheels, Tires, Hubcaps, Locks, Windows, Side and Rear-view Mirrors, Undercarriage, Motor, Towing service after accident, Taxi (transportation), Clutch, Battery, Locks, Copy of the key and delivery of the key to closest Goldcar office, Damage to oil sump, Catalytic convertor, Radiator and Exempt of 500€ deposit for replacement vehicle in case of accident or breakdown and the Repair Period.

**Purchasing this cover the CDW Excess and the Theft Excess are NOT waived.**

## Super Relax Cover

**Please, check the spread sheet attached for more information.**

Purchasing this cover the CDW and Theft Excess is waived. We will cover the following:

-TP/Theft: Vehicle Theft Protection
-CDW: the Collision Damage Waiver (CDW). It is covered the damages to the rented vehicle (damages to the bodywork, paint and mechanic damages) arising from a collision, fortuitous fire and vandalism acts as long as the conditions stated in the contract are fulfilled
- FREE 24 hours Telephone Roadside Assistance, Wheels, Tires, Hubcaps, Locks, Windows, Side and Rear-view Mirrors, Undercarriage, Motor, Towing service after accident, Taxi (transportation), Clutch, Battery, Locks, Copy of the key and delivery of the key to closest Goldcar office, Damage to oil sump, Catalytic convertor, Radiator and Exempt of 500€ deposit for replacement vehicle in case of accident or breakdown and the Repair Period.

## Not Included in Any Cover Package

- Traffic fines, sanctions and judicial costs related to traffic violations or law and tolls
- All costs derived from the use of the incorrect and/or lack of petrol.
- Goldcar is not to be held liable for items stolen, forgotten or lost inside the vehicle. It is recommended having these items covered through personal travel cover.
- The loss of the vehicle documents
- If customers load the car with more than the stated capacity or vehicles are taken "off-road" (unpaved roads).
- It is not permitted to remove the vehicles seats.
- If the driver is found to be under the influence of alcohol or drugs, and/or found using their cellular phone at the time of the accident.

## NEGLIGENCES

The use not permitted includes and is not limited to the following cases mentioned by way of example:

-Pushing or towing another vehicle.

-Driving in areas not suited to public transport, such as beaches, race tracks, forestry roads, back roads, etc.

-Driving on dirt roads and very poorly paved roads that could cause damage to the underside of the vehicle.

-Driving the vehicle in restricted areas, and more specifically on airport roads and other roads for aeronautical and/or military use.

-Negligent behaviour when the vehicle's indicators show an alert that **customers** state are known to them when they sign the agreement.

-Transport of goods or animals and, in particular, substances that are hazardous, inflammable and/or poisonous for the vehicle and its occupants.

-The transport of individuals or goods for which the **customers** receive direct or indirect payment.

-Sub-leasing the vehicle.

-Using the vehicle for unlawful activities.

-Transporting a number of passengers and amount of luggage not authorised for the vehicle concerned.

-Manipulation of the speedometer. **Customers** must report any malfunction of the speedometer to **Goldcar** immediately.

-Transport of luggage or any other item on the vehicle's roof, even when an adequate luggage rack is used for the purpose.

-Damage to the vehicle caused by leaving tempting items in plain sight inside the vehicle.

-Dirtying the inside of the vehicle beyond what would be expected from reasonable and careful use.

-Driving the vehicle when tired, not feeling well and under the influence of alcohol, medicine or drugs.

-Reckless driving.

-Using the vehicle to give driving lessons under any circumstance and/or to teach special driving techniques.

-Driving against the traffic regulations.

-The vehicle is driven by a person who is not authorised to do so in the agreement, as either a **customer** and/or a supplementary driver.

-Driving a hired vehicle beyond the borders of continental Spain, and vehicles hired in the Balearic or Canary Islands that are not allowed to leave the island where they were hired unless they have express, written permission to do so and the relevant extra cover has been taken out.

-Continued use of the vehicle after the rental period has ended.

## Last Minute Bookings

It is not possible to reserve last minute bookings for the same day after 22:00 (and until the office is open in the morning again).

Please, take into account that this is only applicable to last minute bookings, you can still send bookings after 22:00 for other dates.

## Last Minute Cancellations

Reservations **can only be cancelled up to 4 hours prior to the start of the rental** (after these 4 hours, it will not be possible to cancel the booking).

## No-show Bookings

We will invoice you the no-show bookings related to the bookings confirmed for **special car groups**.

We remind you that our special car groups are: E-DD-DG-FF-G-GG-L-LL-N-I-J-JJ-K-P-PP-Q-V-VV.

**IMPORTANT:** Invoicing (twice a month). You can find the invoices for the No-show bookings in the Agency Area/SAR (same procedure as the current one for your prepayment invoices: once you have received the usual email explaining that you can find your pending invoices in the Agency Area, you can find the no-show invoices in this Agency Area as well).

The amounts we will invoice you for the No-Show bookings will be as follows:
Rental from 1 to 3 days: **5€** (VAT included) per booking
Rental for 4 days: **6€** (VAT included) per booking
Rental for 5 days: **7€** (VAT included) per booking
Rental for 6 days: **8€** (VAT included) per booking
Rental for 7 days: **9€** (VAT included) per booking
Rental longer than 7 days: **10€** (VAT included) per booking

## Goldcar Offices

**We will only deliver Goldcar rental vehicles to customers at our Malta Airport office. In no case will we make the delivery of our vehicles to any locations other than our Malta airport office.**

Customers can find our offices in the Arrivals Hall, inside the area designated to car rental companies.

**MALTA INTERNATIONAL AIRPORT** Code: MLA
TEL: +356 79371938 & +356 9949 3177
E-MAIL: mla@goldcar.com
Hours of Operation: Monday – Sunday - 09:00 to 22:00
Reservation Confirmations: 24 hours Monday – Sunday
Out of Hours between **22:01 & 08:59** = Extra charge of **47,2€** per vehicle (Pick Ups)
**The flight numbers are essential** **(if these details are not provided we cannot guarantee that a Goldcar representative will wait for customers)**

## Bank Holidays

**All Goldcar airport offices will close at 20:00 on Christmas Eve. No reservations with pick-up times after 20:00 will be accepted.**
**All Goldcar airport offices will close at 22:00 at New Year's Eve. No reservations with pick-up times after 22:00 will be accepted.**

## Central Office

**Main Office/Head Office (This is not a sales office):**
Edificio Goldcar.
Carretera Valencia N332, KM 115
C/Camino del Campet, S/N
03550 San Juan de Alicante
TEL: 965 65 24 82
FAX: 965 65 16 72
Hours of Operation: Monday - Thursday: 09.00 - 18.30
Friday: 09.00 - 15.00.
Closed Saturday and Sunday

E-Mail: CENTRAL@GOLDCAR.COM

**National Holidays Closed All Day.**
**Christmas Eve and New Years Eve Closes at 15:00.**
**Local Holidays – Closed All Day**
**March 19**
**April 9 & 19**
**June 25**
**October 9**

## Vehicle Availability

In the case a customer would prefer a diesel vehicle, they should communicate this at the moment they pick-up the vehicle **(Please see the Fuel section for more information)**.

All vehicles will receive instant confirmation through the automatic booking system.

## Special Groups

Special Groups: Automatic and Convertible are not available

## Extensions of the Rental Period

Vehicles cannot be extended without prior notice. The collaborator must send any vehicle hire extension to Goldcar to Malta office/airport by e-mail or fax and **always send a copy of this extension** by e-mail to the following e-mail address as well:
extensions@goldcar.com

The minimum period of time required to send the extensions is 24 hours prior to the end of the current contract.

**The customer must also travel in person to Malta Goldcar office in order to make the necessary adjustments to the rental contract.** Rental periods cannot be extended by telephone. If for any reason the rental period cannot be extended, then the customer is obligated to return the rental Vehicle at the location, time and date agreed upon on the rental contract.

**IMPORTANT:** For all extensions of contracts we will apply the price according to the original **booking date** and not according to the date when the extension is made.
**The extension cannot be sent as a new booking. It will always be an extension of an existing contract.**

The car hire contract may have a **maximum duration of 28 days**. After 28 days, a new contract is required. When a customer needs a vehicle for a rental longer than 28 days, we will have the following option:

**MAKE A NEW CONTRACT**
-A new booking has to be made applying the rate at the time the booking is confirmed and according to the pick-up date of the new booking (it is NOT possible to use the rate applied to the previous booking/contract)
-A new vehicle will be provided (the previous vehicle is returned)
-The local extras have to be paid again in the new contract (Additional drivers, Additional covers, Diesel…etc.)
-The fuel tank of the new contract/vehicle has to be paid

In the event the vehicle is returned later than the agreed rental drop-off time stated in the contract, **the cover will no longer be valid** and the customer will be responsible for paying a **40€** per day late fee. In addition to the corresponding late fees, the customer **must also pay the daily rental rate**. Customers who abandon Goldcar vehicles at any location other than the location agreed upon on the rental agreement will be responsible for the costs assumed by Goldcar Rental for the transport of the vehicle to the agreed upon drop-off location, as well as the **corresponding daily rental charges and 40€ daily penalization fee**.

## Returning Vehicles Early

If a customer returns the vehicle earlier than the agreed upon drop-off date stated in the rental contract, Goldcar **will not refund the customer for any unused days.**

## Customer Services

### Grace Period

There is one hour grace period for the return of all rental vehicles. In the event the vehicle is returned later than 59 minute past the agreed rental drop-off time stated in the contract, **the cover will no longer be valid** and the customer will be responsible for paying a **40€** per day late fee. In addition to the corresponding late fees, the customer **must also pay the daily rental rate**.

### Reservations

All reservations/amendments/cancellations have to be made through our automatic booking system.

### Roadside Assistance/S.O.S

Goldcar is proud to have its very own Roadside Assistance Department.

We offer 24 hour roadside assistance for our clients. Telephone assistance is free for every customer on weekdays between 09:00-18:30. There will be a service charge that will not exceed 30€ for contacting Roadside Assistance outside of these hours, unless the customer has selected the optional Relax Cover Package.

**To contact the S.O.S department:**
Tel.: +356 79777349

**S.O.S / Roadside Assistance must be notified within 48 hours if:**
**Theft:** All thefts must be reported to the police and an original copy of the report must be obtained by the customer.
**Accident:** In case of accident or collision, the client must correctly fill out the provided form (Accident Report), which can be found in the glove-box of the rental vehicle).

### Claims

All claims must be registered, within 30 days of the drop-off of the vehicle, through the agency section of our website www.goldcar.es

You will receive a confirmation email with the details and file number that have been assigned to the claim. This **file number must be quoted in the subject line** of any further correspondence regarding the file in order to process the claim correctly.

In order to access this information you will need your agency number and password, which will be provided to you by our sales department. A complete user's manual will also be provided.

**To contact the department heads of the Customer Services Departments:**
Sophie Servranckx
Email address: sophieservranckx@goldcar.com
Laura Collins
Email address: lauracollins@goldcar.com

## Translation

The translations of these general terms and conditions are for information purposes only and are not legally binding.